

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW HAMPSHIRE

UNITED STATES OF AMERICA

vs.

PAUL WILSON

CR. NO. 11-

INDICTMENT

The Grand Jury charges:

Introduction

At all times material to this indictment:

1. The Export-Import Bank of the United States (“Ex-Im Bank”) is the official export credit agency of the United States. Its mission is to assist in financing the export of U.S. goods and services to international markets by, among other things, providing loan guarantees to facilitate the extension of credit to foreign purchasers of U.S. capital goods and services.

2. Goss International Americas Corporation (“Goss”) is a company with offices in Durham, New Hampshire, that manufactures commercial printing presses, which it sells to customers worldwide.

3. From in and around 1999 through in and around February, 2008, the defendant, Paul Wilson, was employed by Goss as the International Trade Finance Manager. The defendant’s job responsibilities included securing financing for foreign purchasers of Goss’s products and working with Ex-Im Bank to obtain guarantees for loans extended to Goss’s foreign customers.

4. Grupo Grafico Arenal S.A. de C.V. (“Grupo Grafico”) was a Goss customer based in Mexico.

5. Impresora Y Editora Infagon S.A. De C.V. (“Infagon”) was a Goss customer based in Mexico.

6. Art Laser Grafica E Editora LTDA. (“Art Laser”) was a Goss customer based in Brazil.

7. Esdeva Industria Grafica S/A (“Esdeva”) was a Goss customer based in Brazil.

8. In and around March, 2004, the defendant and others known to the grand jury formed Zephyr Capital, LLC for the purpose of providing advisory services to foreign buyers of U.S. manufactured capital goods and services. In and around August, 2006, the defendant and others known to the grand jury formed Zephyr Financial, LLC, as a successor company to, and for the same purpose as, Zephyr Capital, LLC.

COUNTS ONE -- EIGHT
[18 U.S.C. § 1343 – Wire Fraud]

9. From in and around March, 2004, through in and around October, 2008, in the District of New Hampshire and elsewhere, the defendant,

Paul Wilson,

knowingly and willfully devised a scheme and artifice to defraud and obtain money from foreign customers of Goss International Americas Corporation by means of false and fraudulent pretenses, representations, and promises, by causing Zephyr Capital, LLC and Zephyr Financial, LLC invoices to be sent to some of Goss’s foreign customers billing them for services that were never rendered, and, if rendered, had been performed by Goss, Ex-Im Bank, and others associated with a particular transaction. For the purpose of executing this scheme and artifice, Paul Wilson caused the following writings, signals, and pictures in the form of email correspondence and wire transfers of funds to be transmitted in interstate and foreign commerce by wire communication:

Count	Date	Description
1	On or about December 6, 2006	E-mail containing instructions to vendor to create letterhead for Zephyr Financial, LLC.

Count	Date	Description
2	On or about February 3, 2007	E-mail containing instructions to vendor to discontinue Zephyr Capital email accounts and to include specified content on Zephyr Financial website.
3	On or about February 16, 2007	E-mail containing instructions to vendor to create two letterhead designs for Zephyr Financial, one of which to include Ex-Im Bank logo.
4	On or about May 17, 2007	Wire transfer of \$95,874.47 from Esdeva to Zephyr Financial, LLC account at Bank of America.
5	On or about November 15, 2007	Wire transfer of \$29,999.20 from Infagon to Zephyr Financial, LLC account at Bank of America.
6	On or about December 28, 2007	Wire transfer of \$22,148 from Art Laser to Zephyr Financial, LLC account at Bank of America.
7	On or about September 4, 2008	E-mail containing response to Goss manager falsely stating that Grupo Grafico was obligated to pay Zephyr Financial, LLC for services rendered.
8	On or about September 7, 2008	E-mail containing response to Goss manager falsely stating that Goss had Zephyr Financial, LLC do work for Grupo Grafico when such work was either not required or was performed by Goss and Ex-Im Bank.

All in violation of Title 18, United States Code, Section 1343.

A TRUE BILL

June 8, 2011

/s/ Foreperson
Foreperson

JOHN P. KACAVAS
United States Attorney

By : /s Mark S. Zuckerman
Mark S. Zuckerman
Assistant United States Attorney